



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Port4Homes Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OPC, FFL**

Introduction

This hearing dealt with the landlord's application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for:

- an Order of Possession pursuant to section 48; and
- authorization to recover the filing fee from the tenant pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agents. The tenant was assisted by a family member.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

The parties agree on the following facts. This periodic tenancy began in 2014. The current monthly rent is \$564.14 payable on the first of each month. A term of the tenancy agreement provides that the tenant must maintain the rental site in reasonable state of health and cleanliness.

The landlord submits that the tenant has failed to maintain the rental site as required under the tenancy agreement and that they have damaged the lawn and killed the grass. The landlord issued a 1 Month Notice to End Tenancy for Cause dated August 20, 2021. The tenant confirmed receipt of the 1 Month Notice and that they have not filed an application for dispute resolution.

The reasons provided on the notice for the tenancy to end are:

- Tenant has not done required repairs of damage to the unit/site/property/park
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after being given written notice to do so.

The tenant testified that they provided a proposed plan to maintain the yard by covering the grass to kill the lawn and cover with gravel and mulch. The tenant takes the position that the landlord agreed with their proposal to maintain the yard in this manner and they have not damages the site.

Analysis

Section 40(4) of the *Act* provides that upon receipt of a notice to end tenancy for cause, the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I accept the evidence of the parties that the tenant was served with the 1 Month Notice of August 20, 2021 on or about that date and they have not filed any application for dispute resolution. Accordingly, I find that the tenant is conclusively presumed under section 40(5) of the *Act* to have accepted that the tenancy ends on the corrected effective date of the 1 Month Notice, September 30, 2021.

I find that the landlord's 1 Month Notice meets the form and content requirements of section 45 of the *Act* as it is in the approved form and clearly identifies the parties, the address of the rental unit, the effective date of the notice and the reasons for ending the

tenancy. I accept the evidence that the tenant has failed to maintain the rental site and to perform necessary repairs of the damage. I find the tenant's own documentary evidence shows the lawn to be unkept, patchy and seemingly unhealthy.

Therefore, I find that the landlord is entitled to an Order of Possession pursuant to section 48 of the *Act*. As the effective date of the 1 Month Notice has passed, I issue an Order of Possession effective 2 days after service.

As the landlord's application was successful the landlord is also entitled to recover the filing fee.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenants**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary order in the landlord's favour in the amount of \$100.00. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: January 21, 2022

Residential Tenancy Branch